



## AGENDA

**Long Beach City Council Meeting**  
**Regular City Council November 5, 2012 at 7:00 p.m.**  
Long Beach City Hall - Council Chambers  
115 Bolstad Avenue West

### 7:00 PM CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order	Mayor Andrew, Council Member Linhart, Council Member Maxson,
And roll call	Council Member Perez, Council Member Murry, and Council Member Phillips

### CONSENT AGENDA - TAB - A

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, October 15, 2012 Regular City Council meeting.
- Minutes, October 18, 2012 Special City Council meeting.
- Payroll Report for Warrants 52420 – 52459 & 70456 - 70537 for \$233,325.96

### BUSINESS

- AB-12-55 – Surplus Vehicles – TAB – B
- AB-12-56 – 2013 Court Contract with Pacific County – TAB – C
- AB-12-57 – Ordinance No. 884, Franchise Agreement – TAB - D

### ORAL REPORTS

- | City Council | Mayor | City Administrator | Department Heads |
|--------------|-------|--------------------|------------------|
| •            |       |                    |                  |

### CORRESPONDENCE AND WRITTEN REPORTS – TAB – E

- Correspondence – Police Report for October
- Correspondence – PCEMA
- Correspondence – Sales and Lodging Tax
- Correspondence – Washington Dental Service Foundation
- Correspondence – Summary of Report of Decision
- Correspondence – International Residential Code Findings on Sprinkler Systems
- Correspondence – Note from Bette Snyder
- Business License – NW Central Construction, Inc.; Centralia, WA
- Business License – Stantec Consulting Services; Redmond, WA
- Business License – Versogenics, Inc; Bellevue, WA
- Business License – Your Castle Fence Co.; Ocean Park, WA
- Business License – KOMO'S Tattoo and Vape Shop, 910 Pacific Ave. S.
- Business License – Advanced Roofing & Construction; Vancouver, WA

### FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop commencing at 6:00 PM or 5:30 PM  
November 19, 2012 – 7:00 pm – City Council Meeting  
December 3, 2012 – 7:00 pm – City Council Meeting

### PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to five minutes.** The City Council does not take any action or make any decisions during public comment. To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

### ADJOURNMENT

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421.

TAB

A

TAB

A

## **LONG BEACH CITY COUNCIL MEETING**

**October 15, 2012**

### **CALL TO ORDER**

Mayor Pro tem Phillips called the meeting to order and asked for roll call.

### **ROLL CALL**

David Glasson, Finance Director, called roll with C. Linhart, C. Maxson, C. Perez, C. Murry and C. Phillips present. Mayor Andrew was absent.

### **CONSENT AGENDA**

Minutes, October 1, 2012 Regular City Council meeting

Minutes, September 29, 2012 Special Council Meeting

Payroll Report for Warrants 52368-52419 & 70373-70455 for \$168,597.47

**C. Linhart made the motion to approve the consent agenda with C. Maxson seconding the motion. 5 Ayes 0 Nays, motion passed.**

### **BUSINESS**

AB 12-53      Designate Applicant Agent for 2012 HMGP

Gayle Borchard, Community Development Director, presented the agenda bill. This resolution is for FEMA grant funding to construct a vertical evacuation tsunami berm. She explained the resolution is to authorize an agent and an agent's alternate to execute the grant application, grant agreement and the payment requests. **C. Linhart made the motion to approve the resolution with C. Murry seconding the motion. 4 Ayes 1 Nay (C. Maxson), motion passed.**

### **ORAL REPORTS**

C. Murry, C. Perez, C. Maxson, C. Linhart, C. Phillips, David Glasson, Finance Director and Chief LBVFD, Gayle Borchard, Community Development Director and Chief Wright presented oral reports.

### **CORRESPONDENCE AND WRITTEN REPORTS**

Correspondence – EDC's Businesses of the Year dinner

Correspondence – Thank you from Benson family

Correspondence – Thank you from Back Country

Correspondence – Police Report

Correspondence – Thank you from Sheriff for Drug Task Force 2012 contribution

Business License – Ferguson Enterprises, Inc.; Newport News, VA

### **PUBLIC COMMENT**

None

### **ADJOURNMENT**

**C. Linhart made the motion to adjourn at 7:22 p.m. with C. Perez seconding the motion. 5 Ayes 0 Nays, motion passed.**

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Mayor Pro Tem

ATTEST:

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City Clerk

## **SPECIAL LONG BEACH CITY COUNCIL MEETING**

**October 18, 2012**

### **CALL TO ORDER**

Mayor Pro Tem, Phillips, called the meeting to order at 5:00 p.m. and asked for roll call.

### **ROLL CALL**

David Glasson, Finance Director, called roll with C. Murry, C. Perez, C. Maxson, C. Linhart and C. Phillips present. Mayor Andrew was absent.

### **BUSINESS**

AB 12-54      North Washington Drainage Project Bid Award

David Glasson, Finance Director, explained the city received bids from four (4) contractors for the North Washington Drainage Project and Lindstrom Construction was the low bidder. **C. Maxson made the motion to approve a contract with Lindstrom Construction with C. Linhart seconding the motion. 5 Ayes 0 Nays, motion passed.**

### **ADJOURNMENT**

**C. Linhart made the motion to adjourn at 5:02 p.m. with C. Murry seconding the motion. 5 Ayes 0 Nays, motion passed.**

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Mayor Pro Tem

ATTEST:

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City Clerk



# Warrant Register

Check Periods: 2012 - October - Second

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Finance Director
Number	Name	Print Date	Clearing Date
52420	Alves, Sandy L.	10/19/2012	\$1,315.70
52421	Binion, Jacob	10/19/2012	\$1,297.60
52422	Bledsoe, Linda	10/19/2012	\$768.20
52423	Borchard, Gayle	10/19/2012	\$1,761.33
52424	Busby, Randy Scott	10/19/2012	\$1,805.55
52425	Cutting, Jeffrey G.	10/19/2012	\$1,695.11
52426	Daulton, Alan T.	10/19/2012	\$478.68
52427	Fitzgerald, Rick E.	10/19/2012	\$1,416.37
52428	Gilbertson, Bradley K	10/19/2012	\$1,172.82
52429	Glasson, David R.	10/19/2012	\$2,403.92
52430	Goulter, John R.	10/19/2012	\$1,567.67
52431	Gray, Karen	10/19/2012	\$722.97
52432	Gray, Rick R.	10/19/2012	\$1,591.57
52433	Huff, Timothy M.	10/19/2012	\$1,476.04
52434	Kirby, Gary E	10/19/2012	\$604.58
52435	Kitzman, Michael	10/19/2012	\$1,809.20
52436	Luethe, Paul J	10/19/2012	\$1,474.47
52437	Martin, Kevin R	10/19/2012	\$1,638.21
52438	Meling, Casey K	10/19/2012	\$1,501.71
52439	Miles, Eugene S	10/19/2012	\$2,769.80
52440	Mortenson, Tim	10/19/2012	\$2,123.60
52441	Myers, Ragan S.	10/19/2012	\$1,329.75
52442	Ostgaard, Loretta G	10/19/2012	\$1,353.13
52443	Padgett, Timothy J	10/19/2012	\$1,519.89
52444	Russum, Richard	10/19/2012	\$1,272.06
52445	Stidham, William G	10/19/2012	\$1,294.43
52446	Warner, Ralph D.	10/19/2012	\$1,746.20
52447	Wright, Flint R	10/19/2012	\$2,241.93
52448	Zuern, Donald D.	10/19/2012	\$1,921.36



Number	Name	Print Date	Clearing Date	Amount
52449	Griggs, James R	10/19/2012		\$1,187.99
52450	AFLAC	10/19/2012		\$439.82
52451	Association of WA Cities	10/19/2012		\$12,770.66
52452	City of Long Beach - Fica	10/19/2012		\$8,290.61
52453	City of Long Beach - FWH	10/19/2012		\$7,616.30
52454	Dept of Labor & Industries	10/19/2012		\$1,187.91
52455	Dept of Retirement Systems	10/19/2012		\$7,482.37
52456	Dept of Retirement Systems Def Comp	10/19/2012		\$1,178.00
52457	Hartford Life Insurance	10/19/2012		\$525.00
52458	Teamsters Local #58	10/19/2012		\$184.50
52459	United Employee Benefit Trust (UEBT)	10/19/2012		\$5,566.00
70456	Active Enterprises, Inc.	10/12/2012		\$18.60
70457	CLASS OF 2013	10/12/2012		\$15.00
70458	Misc	10/5/2012		\$120.00
70459	Miles, Gene	10/15/2012		\$389.19
70460	Gray, Karen	10/15/2012		\$302.46
70461	Glasson, David	10/15/2012		\$156.22
70462	Tangly Cottage Garden	10/17/2012		\$245.25
70463	Cutting, Jeff	10/17/2012		\$56.00
70464	PREST, AMANDA	10/19/2012		\$122.57
70465	Gray, Karen	10/19/2012		\$12.66
70466	PAPE MATERIAL HANDLING	10/22/2012		\$226.50
70467	KEYBANK	10/24/2012		\$10,254.25
70468	PREST, AMANDA	10/24/2012		\$66.25
70469	Refunds	10/24/2012		\$150.00
70470	DELTA FARMS	10/25/2012		\$300.00
70471	Standard Insurance Co.	10/25/2012		\$1,523.90
70472	Unum Life Insurance	10/25/2012		\$45.60
70473	Yoshimi, Mary	10/29/2012		\$30.00
70474	Postmaster	10/29/2012		Void
70475	EMERGENCY SERVICES MARKETING CORP	10/29/2012		\$300.00
70476	Postmaster	10/30/2012		\$318.55
70477	Employment Security Dept	10/30/2012		\$3,544.58
70478	Dept. of Labor & Indus.	10/30/2012		\$12.48
70479	A-1 Redi Mix	10/31/2012		\$902.66
70480	Airgas Nor Pac	10/31/2012		\$30.72
70481	All Safe Mini Storage	10/31/2012		\$570.00
70482	ALS ENVIRONMENTAL	10/31/2012		\$1,026.00
70483	Alco-American Linen Div.	10/31/2012		\$103.69
70484	American Planning Assoc.	10/31/2012		\$294.00
70485	Astoria Janitor & Paper Supply	10/31/2012		\$248.78
70486	Backflow Management Inc	10/31/2012		\$1,500.00
70487	Bank of New York Mellon Corp	10/31/2012		\$183.38
70488	Beachdog.com Inc.	10/31/2012		\$3,615.00
70489	Berkadia Commercial Mortgage	10/31/2012		\$5,743.00

Number	Name	Print Date	Clearing Date	Amount
70490	C - More Pipe Services	10/31/2012		\$10,208.66
70491	Cascade Columbia Distribution CO	10/31/2012		\$1,152.71
70492	CASCADE MACHINERY & ELECTRIC	10/31/2012		\$2,644.55
70493	Ced - Consolidated	10/31/2012		\$18.65
70494	CenturyLink	10/31/2012		\$1,799.65
70495	Chinook Observer	10/31/2012		\$330.50
70496	DAVIS WRIGHT TREMAINE LLP	10/31/2012		\$617.50
70497	Evergreen Septic Service	10/31/2012		\$252.00
70498	Fed EX	10/31/2012		\$22.38
70499	Ferguson Enterprises, Inc #3001	10/31/2012		\$497.71
70500	Ford Electric	10/31/2012		\$1,361.19
70501	Galls, AN Aramark Co.	10/31/2012		\$718.19
70502	Globalstar Usa	10/31/2012		\$84.91
70503	Goelz, Doug	10/31/2012		\$1,500.00
70504	Gray, Rick	10/31/2012		\$202.00
70505	H. D. FOWLER	10/31/2012		\$13.26
70506	Heathman Lodge	10/31/2012		\$380.25
70507	Hedges, Jan Lem	10/31/2012		\$422.00
70508	Interstate Battery	10/31/2012		\$864.23
70509	K & L Supply, Inc.	10/31/2012		\$1,060.34
70510	L.N. Curtis & Sons	10/31/2012		\$61.45
70511	Lawson Products, Inc.	10/31/2012		\$705.72
70512	LIQUID ENGINEERING CORP	10/31/2012		\$2,150.62
70513	Midway Printery	10/31/2012		\$95.94
70514	North Central Labs.	10/31/2012		\$35.42
70515	Office of State Treasurer	10/31/2012		\$2,537.85
70516	Otak	10/31/2012		\$10,564.75
70517	Pacific County Auditor	10/31/2012		\$288.00
70518	Pacific County Sheriff's	10/31/2012		\$15,903.15
70519	PACIFIC POWER PRODUCTS	10/31/2012		\$1,407.18
70520	Peninsula Rotary	10/31/2012		\$130.00
70521	Peninsula Visitors Bureau	10/31/2012		\$9,624.00
70522	PENOWAR, WILLIAM	10/31/2012		\$1,000.00
70523	Planter Box	10/31/2012		\$9.54
70524	Powell, Seiler & Co., P.S	10/31/2012		\$1,050.00
70525	Public Utility District 2	10/31/2012		\$7,960.56
70526	Quill Corporation	10/31/2012		\$445.02
70527	Reserve Account	10/31/2012		\$700.00
70528	Sirchie Fingerprint Lab	10/31/2012		\$247.40
70529	Sta-Dri	10/31/2012		\$528.22
70530	STAPLES ADVANTAGE	10/31/2012		\$165.79
70531	Usa Blue Book	10/31/2012		\$778.93
70532	Visa	10/31/2012		\$422.76
70533	Vision Municipal Solutions	10/31/2012		\$12,834.79
70534	Wadsworth Electric	10/31/2012		\$183.26
70535	Wilcox & Flegel Oil Co.	10/31/2012		\$260.45



Number	Name	Print Date	Clearing Date	Amount
70536	Wirkkala Construction	10/31/2012		\$13,460.42
70537	Xylem Water Solutions U.S.A., Inc	10/31/2012		\$2,693.76
		<b>Total</b>	<b>Check</b>	<b>\$233,325.96</b>
		<b>Grand Total</b>		<b>\$233,325.96</b>

TAB

B

TAB

B



**CITY COUNCIL  
AGENDA BILL**

**AB 12-55**

**Meeting Date: November 5, 2012**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Surplus Vehicle</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	DG
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	
<b>COST:</b>		

**SUMMARY STATEMENT:** City staff wishes to declare the following equipment surplus and advertise and take bids accordingly. The surplus equipment is as follows:

Year	Make and Model	VIN#	Minimum Bid
1996	Ford Crown Victoria	2FALP71W2TX170666	\$500
1983	Ford F350 Truck	1FDJF37L7DRA17847	\$500
1991	Dodge Pickup	1B6JE26Z3MS310388	\$200

**RECOMMENDED ACTION:** *Authorize staff to advertise and sell the above equipment.*

TAB

C

TAB

C



**CITY COUNCIL  
AGENDA BILL  
AB 12-56**

**Meeting Date: November 5, 2012**

**AGENDA ITEM INFORMATION**

**SUBJECT: 2013 Court  
Contract with Pacific  
County**

*Originator:*

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Finance Director

DG

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

**COST:** \$14,000 per year.

Water/Wastewater Supervisor

Other:

**SUMMARY STATEMENT:** With a reduction in staff due to retirement, city administration has been looking to streamline the operations of city hall. One of the ways is to reduce the number of customers and phone calls into city hall. City staff has negotiated an agreement with Pacific County that would move Municipal court from Long Beach city hall and hold it at the Pacific County Building on Sandridge Road. County staff would process Long Beach citations. The city is still responsible for appointing a Judge, Prosecutor and Public Defender.

**RECOMMENDED ACTION:** *Authorize the Mayor to sign the agreement.*



**INTERLOCAL AGREEMENT BETWEEN PACIFIC COUNTY  
AND THE CITY OF LONG BEACH  
FOR MUNICIPAL COURT SERVICES AND FACILITIES**

**RECITALS**

A. The County of Pacific (hereafter "Pacific County") is a municipal corporation organized under the laws of the State of Washington.

B. The City of Long Beach (hereafter "Long Beach") is a municipal corporation organized under the laws of the State of Washington.

C. Each of the parties to this Agreement is authorized under Washington law to create and operate a municipal court pursuant to chapter 3.50 RCW or a municipal court department pursuant to RCW 3.50.

D. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

E. RCW 3.62.070, 39.34.180 and 3.50.805 each directly or by implication authorize municipal corporations to enter into interlocal agreements for municipal court services.

F. Long Beach has previously created and currently operates a municipal court pursuant to chapter 3.50 RCW.

G. Long Beach has determined that a contract with Pacific County for the provision of certain municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities and hiring employees.

I. Pacific County is willing to provide these municipal court services to Long Beach on the terms and conditions set forth in this Agreement.

J. The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

## **AGREEMENT**

**1. Purpose of Agreement.** The purpose of this Agreement is to provide for the provision of certain municipal court services by Pacific County to Long Beach, through the use of the facilities and personnel of the Pacific County South District Court, to the maximum extent permitted by law, for the filing and processing of Long Beach's civil, traffic or other infractions and criminal citations; to set forth compensation to be paid by Long Beach for such services; and to specify the responsibilities of Pacific County and Long Beach respectively for such municipal court services.

**2. Formation of Long Beach Municipal Court and Appointment of Judge.** Long Beach has previously created a municipal court pursuant to RCW 3.50 and a copy of that ordinance is attached hereto. Furthermore Long Beach has previously appointed a municipal court judge, public defender and city prosecutor. The Long Beach Municipal Court shall have jurisdiction as provided in RCW 3.50.020. A case filed in Pacific County South District Court shall continue to be a Long Beach Municipal Court case, notwithstanding its filing in Pacific County South District Court.

**3. Filing of Long Beach Municipal Court Cases.** Commencing January 1, 2013, all Long Beach Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of Long Beach's ordinances, shall be filed in the Pacific County South District Court for processing under this Agreement.

**4. Municipal Court Services Provided by Pacific County.** All personnel of the Pacific County South District Court shall be employees of Pacific County South District Court, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Pacific County South District Court shall provide municipal court facilities and services for the processing of Long Beach Municipal Court cases in the same manner and at the same level as Pacific County provides for the same type of cases originating in Pacific County South District Court, including but not limited to the following:

**4.1 Court Staff.** Pacific County South District Court shall provide court staff necessary to process all criminal and civil citations filed by Long Beach. Pacific County shall provide a level of service the same as that provided for Pacific County cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by limitation, this

“processing” shall include the issuance of all summonses, warrants, maintenance of court cases, and processing of all fines and forfeitures including collection thereof for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Long Beach cases filed, or to be filed, by Long Beach in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, the duties of municipal court regarding appeals and all local court services imposed by state statute, court rule, Long Beach ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the DISCIS/Judicial Information System as appropriate for all municipal cases. Long Beach shall be responsible for “discovery” as provided in court rules and statutes for all municipal cases.

**4.2 Bailiff.** Pacific County South District Court shall provide a court bailiff as determined by Pacific County South District Court staff.

**4.3 Municipal Judge.** Long Beach shall appoint a qualified judge or judge pro tem who shall preside over and hear Long Beach municipal cases. The Mayor of Long Beach shall appoint and the City Council shall confirm any subsequently appointed or reappointed judge as the judge of the Long Beach Municipal Court.

**4.4 Supplies and forms.** The Pacific County South District Court shall provide all forms and paperwork necessary for processing Long Beach Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.

**4.5 Language Interpretation.** Pacific County South District Court shall provide and pay for all language interpretation services for defendants.

**4.6 Jury Fees.** Pacific County South District Court shall pay for all jury fees for Long Beach Municipal Court cases.

**4.7 Collection for Nonpayment.** Pacific County South District Court will, through the collection process or as otherwise provided by law attempt to collect all fines and fees past due for Long Beach cases as determined by the Pacific County South District Court staff.

**4.8. Facility and Utility Costs.** Pacific County South District Court shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The Pacific County South District Court shall provide the use of the Pacific County South District Court courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Pacific County South District Court will be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.

**4.9 Long Beach Municipal Court Calendar.** A Long Beach Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. Matters heard on the regularly scheduled Long Beach municipal calendar shall be pre-trial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled at such times as determined by the Court Administrator and Pacific County South District Court. Release hearings and arraignment hearings for Long Beach defendants may be held on other days consistent with the procedure for Pacific County South District Court arraignments and release hearings.

**4.10 Quarterly Reporting.** Pacific County South District Court will provide to Long Beach a quarterly caseload report. The caseload report will provide the following information: Filings by case type, dismissals, number and type of hearings, trial settings and type of trial set, number of cases disposed during report period, number of deferred prosecutions, appeals to superior court and total revenue.

**5. Municipal Court Services.** The following municipal court services shall be provided by Long Beach Municipal Court:

**5.1 Prosecution and Discovery.** Long Beach shall be responsible for providing prosecution services for all Long Beach Municipal Court cases. Long Beach shall provide discovery for its cases. The Long Beach prosecutor shall not be required to be present for arraignments, release hearings, contested infractions that are non-accident related or pro se, or infraction mitigation hearings. In addition, Long Beach shall be responsible for assuring Defendants held in custody are afforded all constitutional protections including first appearances and appointment of counsel.

**5.2 Public Defender.** Long Beach shall provide public defender services and cover all public defense costs for indigent defendants who are charged with violation of Long Beach's ordinance and entitled by law to legal counsel at public expense.

**5.3 Screening Services.** Long Beach shall provide screening services to determine whether a Long Beach defendant qualifies for public defense services. The Long Beach Municipal Court judge may appoint a public defender if it is determined that the defendant is indigent.

**5.4 Filing of Citations.** Criminal citations and infractions issued by Long Beach shall be delivered to the Pacific County South District Court clerk for filing in the Long Beach Municipal Court within five (5) business days after the violation or issuance of the citation. If a person is booked into a jail facility, Long Beach shall fax the citation and police report to the Pacific County South District Court clerk no later than 10:00 a.m. the next day.

**5.5 Warrants.** Whenever Long Beach executes a warrant, Long Beach shall contact the Pacific County South District Court and make a return on the warrant as soon as possible.

**5.6 Jail Costs.** Long Beach shall be responsible for incarceration arrangements for its defendants and the cost for such incarceration.

**5.7 Subpoenas.** Issuance of all subpoenas shall be the responsibility of the prosecutor or defense counsel. Pacific County South District Court shall issue subpoenas for infractions as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the Long Beach citation or the police report.

**5.8 Witness Fees.** Long Beach shall pay for all fees for witnesses requested by the Long Beach prosecutor.

**5.9 Appeals.** In the event that Long Beach appeals a case, Long Beach shall be charged the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings.



**6. Compensation and Other Costs.** Long Beach shall compensate Pacific County for providing all services as specified in Section 4 of this Agreement by payment of \$14,000.00 per year. Long Beach shall additionally pay Pacific County all other costs as specified as the responsibility of Long Beach in Section 5 hereof.

**7. Payment of Compensation.** Pacific County South District Court shall bill Long Beach monthly for amounts due under this Agreement. Long Beach shall pay the amount due within 45 days of receipt. However, if Long Beach has a good faith dispute with the amount of the invoice, Long Beach shall pay the non-disputed amount within the time frame set forth in this section.

**8. Additional Compensation.**

**8.1 Adjustment for Additional Duties.** In the event that Pacific County's duties under this Agreement are enlarged or increased due to local, state, or federal mandates, or new requirements from Long Beach, Pacific County may request an increase in the compensation or a supplemental monthly fee to Long Beach to cover the costs to Long Beach for the change. Pacific County shall notify Long Beach of the effective date of the fee changes, which may be immediately. Either party may request mediation as to the amount of this fee change. Long Beach shall timely pay the new fees from their effective date even if mediation is requested.

**8.2 Annual Adjustment.** Commencing in 2014 and annually thereafter during the term of this Agreement and any extensions thereof, the parties shall meet on or before June 30 to review the cost of the services provided by Pacific County and the filing fees to be paid by Long Beach to fairly compensate Pacific County for such services. The parties shall use best efforts to determine whether an adjustment of compensation is warranted, and if so, the amount thereof.

**9. Disbursal of Local Court Revenues to Long Beach.** Pursuant to RCW 3.62.070 and RCW 39.34.180, Long Beach shall receive one hundred percent (100%) of Local Court Revenues from Long Beach Municipal Court cases, excluding probation revenues received at the municipal court and excluding restitution or reimbursement to Long Beach or a crime victim, or other restitution as may be awarded by a judge. For purposes of this section, Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Long Beach Municipal Court cases after payment of any and all assessments required by state law thereon. Local Court Revenues include all

revenues as defined herein received by the Pacific County South District Court for Long Beach Municipal Court cases as of opening of business January 1, 2013.

**10. Factors Considered.** In entering into this Interlocal Agreement for municipal court services, Pacific County and Long Beach have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

**11. Monthly Reporting and Payment of Local Court Revenues.** Pacific County South District Court shall provide Long Beach a monthly remittance report and a check or wire transfer for Local Court Revenues no later than 45 business days after the end of each calendar month.

**12. Long Beach Ordinances, Rules and Regulations.** In executing this Agreement, Pacific County does not assume liability or responsibility for or in any way release Long Beach from any liability or responsibility which arises in whole or in part from the existence or effect of Long Beach ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Long Beach ordinance, rule, or regulation is at issue, Long Beach shall defend the same at its sole expense and if judgment is entered or damages are awarded against Long Beach, Pacific County, or both, Long Beach shall satisfy the same, including all chargeable costs, attorneys' fees and litigation expenses.

**13. Indemnity.** The parties shall each indemnify the other as follows:

**13.1 Pacific County Indemnity.** Pacific County shall protect, indemnify and save harmless Long Beach, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Pacific County Court South District Court staff, its officers, employees and agents in performing this Agreement.

**13.2 Long Beach Indemnity.** Long Beach shall protect, defend, indemnify and save harmless Pacific County, its officers, employees and agents, volunteers and employees including the prosecuting attorney and public defender from any and all costs, claims, judgments or awards of damages, (including costs and all attorney fees), arising out of or in any way resulting

from the negligent acts, errors or omissions of Long Beach, its officers, employees or agents attorney in performing this Agreement.

**13.3 Survival of Indemnities.** The provisions of this section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

**14. Actions Contesting Agreement.** Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Long Beach and/or Pacific County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

**15. Financing.** There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

**16. Property.** This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

**17. Joint Administrative Board.** No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Long Beach or his designee, and the Pacific County South District Court Judge and Long Beach Municipal Court Judge as a Joint Administrative Board.

**18. Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Long Beach a Pacific County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Long Beach employees by virtue of their employment. Nothing in this Agreement shall make any employee of Pacific County a Long Beach employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges

accorded Long Beach employees by virtue of their employment. At all times pertinent hereto, Pacific County employees are acting as Pacific County employees.

**19. Notices.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Pacific County:

Pacific County South District Court  
7013 Sandridge Road  
Long Beach, WA. 98631

To Long Beach:

Long Beach Municipal Court  
PO Box 310  
Long Beach, WA. 98631

**20. Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

**21. Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable.

**22. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

**23. Duration.** The initial term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2013, unless terminated earlier pursuant to section 25 (Termination). This Agreement shall automatically be renewed and extended for an additional two (2) year period upon the same terms and conditions set forth herein, or as amended, unless terminated accordance with section 25, subject only to mutual agreement as to filing fees, which shall not be subject to section 19, Dispute Resolution, for extensions.

**24. Termination of Agreement.** Either party may give notice of termination for any reason. Long Beach shall provide written notice of its intent to terminate this Agreement without cause not less than one year prior to expiration of this Agreement or any renewal thereof. Pacific County shall provide written notice of its intent to terminate this Agreement not less than one year prior to expiration of this Agreement. In the event of termination of this Agreement or any extension thereof, the Long Beach Municipal Court shall move to the new venue within 90 days. If appropriate, this transition may involve compensation, on a case-by case basis, for cases left "open" after termination of this agreement and after transition to the new venue.

**25. Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pacific County Department of Records upon full execution.

**26. General Provisions.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Pacific County

City of Long Beach

\_\_\_\_\_

\_\_\_\_\_



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**CITY COUNCIL  
AGENDA BILL  
AB 12-57**

**Meeting Date: November 5, 2012**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Ordinance No. 884 a franchise agreement with LS Networks.</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	GM
	City Attorney	DG
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST: N/A</b>	Water/Wastewater Supervisor	
	Other:	
<b>SUMMARY STATEMENT:</b> AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS" AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF LONG BEACH WASHINGTON – Doug and I have reviewed and this version works for all of us.		
<b>RECOMMENDED ACTION: Approve</b>		

ORDINANCE NO. 884

AN ORDINANCE GRANTING TO LIGHTSPEED NETWORKS, INC., DBA "LS NETWORKS" AN OREGON CORPORATION, A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF LONG BEACH WASHINGTON

WHEREAS: LightSpeed Networks, Inc. dba LS Networks, an Oregon Corporation provides Telecommunications services within the City of LONG BEACH, Washington; and

WHEREAS: Franchisee has applied for a Telecommunications Franchise pursuant to local ordinances relating to Telecommunications located in the public rights of way, and the City of LONG BEACH "City" has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions stated herein:

NOW THEREFORE, THE CITY OF LONG BEACH ORDAINS AS FOLLOWS:

**Section 1: Definitions.**

**Gross Revenues:** Any and all revenue, of any kind, nature, or form, without deduction for expense in the City of LONG BEACH and is further defined in Section 11. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

**Rights-of-Way:** the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including Rights-of-Way held in fee, or by virtue of an easement or dedication.

**Telecommunications:** the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Network:** infrastructure owned by Franchisee utilizing one or more facilities located within the City's Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

**Telecommunications Service:** the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

**Section 2: Grant of Franchise.** The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, across and over the City's Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive Telecommunications network within the City.

**Section 3: Franchise Not Exclusive.** The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

**Section 4: Term and Termination.** The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove.

**Section 5: No Limitation of City Authority.**

(a) Except as provided in Section 6 below, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

(b) In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(c) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(d) Except as otherwise provided by law, and subject to Section 6 herein, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

**Section 6: Competitively Neutral Application.** The City shall impose, on a competitively neutral and nondiscriminatory basis, similar terms and conditions upon other similarly situated providers of Telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

**Section 7: Construction, Maintenance and Repair of Infrastructure.**

(a) Franchisee may make all needful excavations in any Right-of-Way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans (1) to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and (2) maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted from time to time by the City, or any other authority having jurisdiction over Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

(b) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable

ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(c) Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

#### **Section 8: Insurance.**

(a) General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

(b) Evidence Required. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section.

(c) Notice of Cancellation, Reduction, or Material Change in Coverage. Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

(d) Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

(1) Workers' compensation insurance for all subject workers; and

(2) General liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each person, and \$2,000,000, for each occurrence of bodily injury and \$2,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

#### **Section 9: Transfers and Change in Control.**

(a) Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

(b) Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

(c) The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

(d) The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of



the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

(e) The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

**Section 10: Indemnification.** Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**Section 11: Compensation.**

(a) **Utility Tax.** In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchise shall pay to City during the term of this Franchise an amount equal to six percent (6%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point and multi-point services is based on the pro-rata share of the revenue from those services.

(b) **Modification Resulting from Action by Law.** Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Utility Tax below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

(c) **Payment of Utility Tax.** Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

(d) The Utility Tax includes all compensation for the use of the City's Rights-of-Way. Franchisee may offset against the Utility Tax the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

**Section 12: Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed territory shall be subject to all of the terms of this Ordinance.

**Section 13: Right to Inspect Records.** In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the

Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise.

**Section 14: Right to Perform Franchise Fee Audit or Review; Default.** In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 2 years after the date on which Franchise fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City.

**Section 15: Right to Inspect Construction.** The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

**Section 16: Venue.**

(a) Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Pacific County Superior Court.

**Section 17: Limitation of Liability.** The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid.

**Section 18: Compliance with Applicable Laws.** Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Washington anti-trust law, RCW 19.86.010 – 19.86.120. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

**Section 19: Notice.** Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address, or such other address as each party may specify in writing:

City Administrator  
115 Bolstad St.  
LONG BEACH, WA 98631  
Phone: 360-642-4421  
Facsimile: (360) 642-8841

Contracts Administration  
LS Networks  
921 SW Washington St., STE 370  
Portland, OR 97205  
Phone: (503) 294-5300  
Facsimile: (503) 227-8585

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

**Section 20: Captions.** The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

**Section 21: Severability.** If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

**Section 22: Waiver.**

(a) The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

PASSED by the City Council on November 5<sup>th</sup>, 2012.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

\_\_\_\_\_  
Robert E. Andrew, Mayor

Attest: \_\_\_\_\_  
David Glasson City Recorder

Approved as to form

\_\_\_\_\_  
Doug Goelz City Attorney

LightSpeed Networks, Inc.

By \_\_\_\_\_  
Michael Weidman  
Title President and CEO

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# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

lbpchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

11-01-12

Page 1 of 3

To: Mayor Andrew and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for October 2012

During the month of October the Long Beach Police Department handled the following cases and calls:

## **Long Beach**

**569** Total Incidents

Aid Call Assists: 1

Alarms: 10

Animal Complaints: 13

Assaults: 11

Assists: 97

(Includes 9 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 3

Disturbance: 15

Drug Inv.: 3

Fire Call Assists: 4

Follow Up: 111

Found/Lost Property: 13

Harassment: 5

Malicious Mischief: 2

MIP – Alcohol: 1

MIP – Tobacco: 1

Missing Person: 2

Prowler: 4

Runaway: 0

Security Checks: 185

Suspicious: 34

Thefts: 6

Traffic Accidents: 5

Traffic Complaints: 4

Traffic Tickets: 2

Traffic Warnings: 2

Trespass: 7

Warrant Arrests: 19

Welfare Checks: 9

## **Ilwaco**

**335** Total Incidents

Aid Call Assists: 3

Alarms: 3

Animal Complaints: 6

Assaults: 4

Assists: 46

Burglaries: 2

Disturbance: 8

Drug Inv.: 1

Fire Call Assists: 0

Follow Up: 60

Found/Lost Property: 4

Harassment: 5

Malicious Mischief: 4

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 0

Prowler: 1

Runaway: 1

Security Checks: 157

Suspicious: 9

Thefts: 3

Traffic Accidents: 1

Traffic Complaints: 3

Traffic Tickets: 1

Traffic Warnings: 2

Trespass: 3

Warrant Arrests: 2

Welfare Checks: 6

On October 4<sup>th</sup> Officer Randy Busby attended training. He was given refresher training for operating the BAC or breathalyzer machine and for conducting standardized field sobriety tests. The BAC and field tests are used for conducting DUI arrest investigations.

I met with Sheriff Johnson and the chiefs of police from the other cities in the county on the 22<sup>nd</sup>. We discussed many different issues ranging from issues in dispatch to current crime trends in the county.

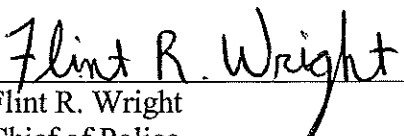
On October 22<sup>nd</sup> and 23<sup>rd</sup> Loretta and Officer Casey Meling gave presentations to the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade classes at the Long Beach and Ocean Park Schools. They talked about the danger of drug use and had the students that wanted to sign pledge cards promising to stay off of drugs. On the pledge cards the students were asked to write why they were choosing to be drug free. Here are a few of the reasons: "I want to live a long, fruitful life", "I don't want to die, get sick or be seriously injured for life", "I would like to play sports and not be locked behind bars for a long time", "Because it can make your life terrible".

I attended the 25<sup>th</sup> annual American Legion Public Safety Awards banquet on the 24<sup>th</sup>. The event was well attended and I want to thank council members Jerry Phillips, Steven Linhart and Gary Forner as well as Mayor Cassinelli for attending.

Over the course of October the officers in the department took training online. The training was provided by the Office of Juvenile Justice and Delinquency and dealt with enforcing underage drinking laws. The police department has partnered with Well Springs Community Network to do emphasis patrols to try and reduce underage drinking. Well Springs received a grant that will pay for this project including all the officers' overtime for their involvement. The time spent by the officers on this training was paid for by the grant.

Halloween night was very stormy so there were not the usual numbers of kids out. We had a quiet night.

The department received a thank you card from some residents for keeping a watch on their house while they were gone. This is one of the services that I am glad we are still able to provide. I think it is a great example of small town policing at its best. I have attached a copy of the card.

  
Flint R. Wright  
Chief of Police

With many thanks  
to you  
for your kindness.

A WARM "THANK YOU" to  
Officer Busby and the  
Long Beach Police Dept.  
Thank you for the extra  
patrols while we were away  
and keeping us safe!

Chris + Annette Anderson  
333 S. 7th ST E.



Shared Expense

Projected 2012 Year End Fund Balance			\$17,384						
2013 PCEMA Total Operating Expense Budget			\$197,167						
Less Interest Income			\$30						
Less Projected Revenue EMPG FFY13			\$22,500						
Less Projected Revenue SHSP FFY12			\$13,341						
Less Projected Revenue SHSP FFY11			\$35,618						
Less Fund Balance Utilization			\$0						
2013 Projected Shared Expense			\$125,678						
ENTITY	Population*	% Of Total	Last 4yr AV Average	% Of Total	Combined Percent	2013 Contribution	2012 Actual	Difference	
Pacific County	14,115	67.31%	\$1,912,298,111	75.57%	71.44%	\$89,787	\$68,049	\$21,738	
Ilwaco	940	4.48%	\$118,217,059	4.67%	4.58%	\$5,753	\$4,401	\$1,352	
Long Beach	1,400	6.68%	\$276,310,841	10.92%	8.80%	\$11,057	\$8,296	\$2,761	
Raymond	2,890	13.78%	\$142,182,326	5.62%	9.70%	\$12,191	\$9,162	\$3,029	
South Bend	1,625	7.75%	\$81,395,391	3.22%	5.48%	\$6,891	\$5,215	\$1,676	
TOTALS:		20,970	100.00%	\$2,530,403,728	100.00%	100.00%	\$125,678	\$95,124	\$30,554
*From the WA State Office of Financial Management Report for 2012: <a href="http://www.ofm.wa.gov/pop/april1/default.asp">http://www.ofm.wa.gov/pop/april1/default.asp</a>									

*From  
To LB*

PCEMA Line Item Budget

EXPENDITURES	2012 BUDGET			2013 BUDGET			NOTES
	Salary	Benefits	Total	Salary	Benefits	Total	
Deputy Director	53,265	20,507	73,772	54,723	22,710	77,433	1 FTE
Sub-total Personnel	53,265	20,507	73,772	54,723	22,710	77,433	
31 - Office & Operating Supplies			2,000			2,000	
32 - Fuel Consumed			-			-	
35 - Minor Equipment			1,000			1,000	
36 - Equipment Under \$5K			42,050			66,459	EMPG FFY13 \$15,000; SHSP FFY12 \$13,341; SHSP FFY11 \$35,618; Computer \$2,500
41 - Professional Services			10,000			10,000	TFCC \$10,000 (Telephone Warning System)
42 - Communications			500			500	
43 - Travel and Training			3,000			5,000	Mileage reimbursement & lodging
44 - Advertising			2,500			2,650	Visitor's Guide \$1,800; Guest Directory \$450; \$400 Misc
45 - Operating Rental & Leases			1,000			1,000	MA Copy Machine
47 - Public Utilities			3,600			3,240	9 @ \$25 + 1 @ \$45 x 12 months
48 - Repairs and Maintenance			1,762			1,945	MA Datacard CP60 Plus Printer \$1,150; SMA IDCentre Gold \$445 (2 yr); NOAA site \$100; Misc \$250
49 - Miscellaneous			2,000			2,000	Dues; Conference Registration; Training
Sub-total Operating			69,412			95,794	
51 - Intergov't Professional Service			200			200	Volunteer background checks
52 - Intergov't Payments			-			9,000	2 AmeriCorps Members PY 2013-2014
Sub-total Intergov't			200			9,200	
91 - Interfund Professional Service			850			2,250	2 computers x \$1,00 year; Misc \$250
92 - Interfund Communications			2,040			2,040	4 phones x \$40 month; Scan \$120
93 - Interfund Supplies			250			250	
96 - Interfund Insurance Services			1,700			1,700	1 FTE
98 - Interfund Repairs & Maintenance			1,000			1,000	
Sub-total Interfund			5,840			7,240	
63 - Capital Improvements			-			7,500	EMPG FFY13 EOC Improvements
Sub-total Capital Expenditures			-			7,500	
TOTAL EXPENSES			149,224			197,167	\$31,459 increase in grant funding (\$40,000 -> \$71,459)

# Year End Fund Balance Estimate

		2012 Budget	Expended as of 6/30	Anticipated Expenditures	Estimated Budget Remaining
10	Salaries/Wages	53,265	25,950	27,091	224
20	Benefits	20,507	9,991	10,430	86
31	Office/Operating Supplies	2,000	2,862	1,150	(2,012)
32	Fuel Consumed	-	-	-	-
35	Small Tools/Minor Equipment	1,000	541	6,000	(5,541)
36	Equipment < \$5K	42,050	2,523	2,050	37,477
41	Professional Services	10,000	8,263	4,200	(2,463)
42	Communications	500	132	250	118
43	Travel	3,000	3,307	1,625	(1,932)
44	Advertising	2,500	2,716	375	(591)
45	Operating Rentals/Leases	1,000	400	775	(175)
47	Public Utilities	3,600	1,273	1,948	379
48	Repairs & Maintenance	1,762	-	1,580	182
49	Misc	2,000	996	425	579
51	Intergov't Prof Services	200	-	120	80
52	Intergov't Payments	-	-	4,500	(4,500)
91	Interfund Prof Services	850	600	-	250
92	Interfund Communications	2,040	831	1,170	40
93	Interfund Supplies	250	-	-	250
95	Interfund Op Rentals/Leases	-	-	-	-
96	Interfund Insurance	1,700	1,700	-	-
98	Interfund Repairs & Maintenance	1,000	-	-	1,000
60	Capital Expenditures	-	-	-	-
*	Supplement Needed - AmeriCorps			9,000	(9,000)
*	Supplement Needed -				
		\$ 149,224	\$ 62,085	\$ 72,689	\$ 14,450
	Fund Balance as of 6/30/12	\$22,573			
	Interfund Support Transfer	\$34,025			
	Member Agency Receivables	\$13,538			
	Interest Income	\$15			
	EMPG FFY11	\$19,922			
	Anticipated Expenditures	(\$72,689)			
	Estimated 2012 Year End Fund Balance	<b>\$17,384</b>			

# Assessed Value

Assessed Value Averages 2009 - 2012						
Entity	2009	2010	2011	2012	Average	
Pacific County	\$1,849,728,221	\$1,978,654,125	\$1,999,646,501	\$1,821,163,596	\$1,912,298,111	
Ilwaco	117,724,386	118,873,954	119,303,970	116,965,925	\$118,217,059	
Long Beach	249,187,949	287,825,656	295,701,586	272,528,174	\$276,310,841	
Raymond	130,163,630	149,147,896	148,853,360	140,564,419	\$142,182,326	
South Bend	80,665,825	82,207,626	82,271,339	80,436,773	\$81,395,391	
						\$2,530,403,728

# PACIFIC TRANSIT SYSTEM

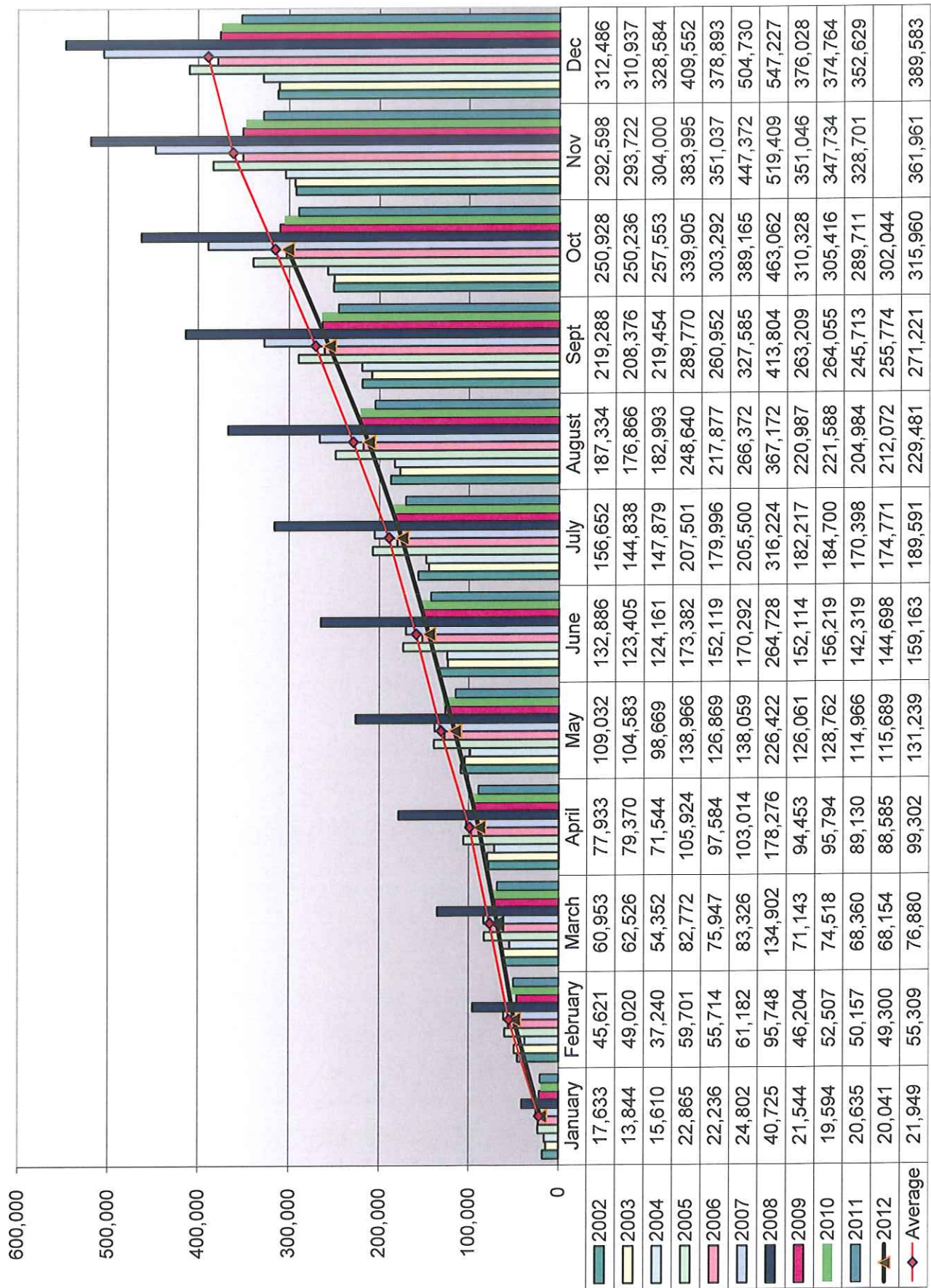
## 2013 Year Budget

### 2013 COMBINED

	<u>Present</u>	<u>Proposed</u>
Salaries & Wages	\$767,208	\$767,200
Benefits	259,700	259,700
Vehicle Bus Parts	40,000	40,000
Supplies-Office & Clean/Other	22,500	22,500
Fuel & Lubricants	230,000	230,000
Tires & Tubes	14,000	14,000
Professional Services	18,000	18,000
Communications	12,000	12,000
Travel & Meetings/Bd Travel	11,000	11,000
Advertising	11,000	11,000
Insurance Premium	61,000	61,000
Utilities	18,000	20,000 ✓
Security Services	500	500
Bus Maintenance & Repair	14,000	14,000
Intergovernmental	12,000	12,000
Vehicle Licensing	100	100
Dues & Subscriptions	9,000	9,000
Building & Grounds Expenses	8,000	8,000
Building & Grounds Repair	8,000	8,000
Other Misc Expenses	6,000	6,000
<b>TOTAL</b>	<b>\$1,522,008</b>	<b>\$1,524,000</b>

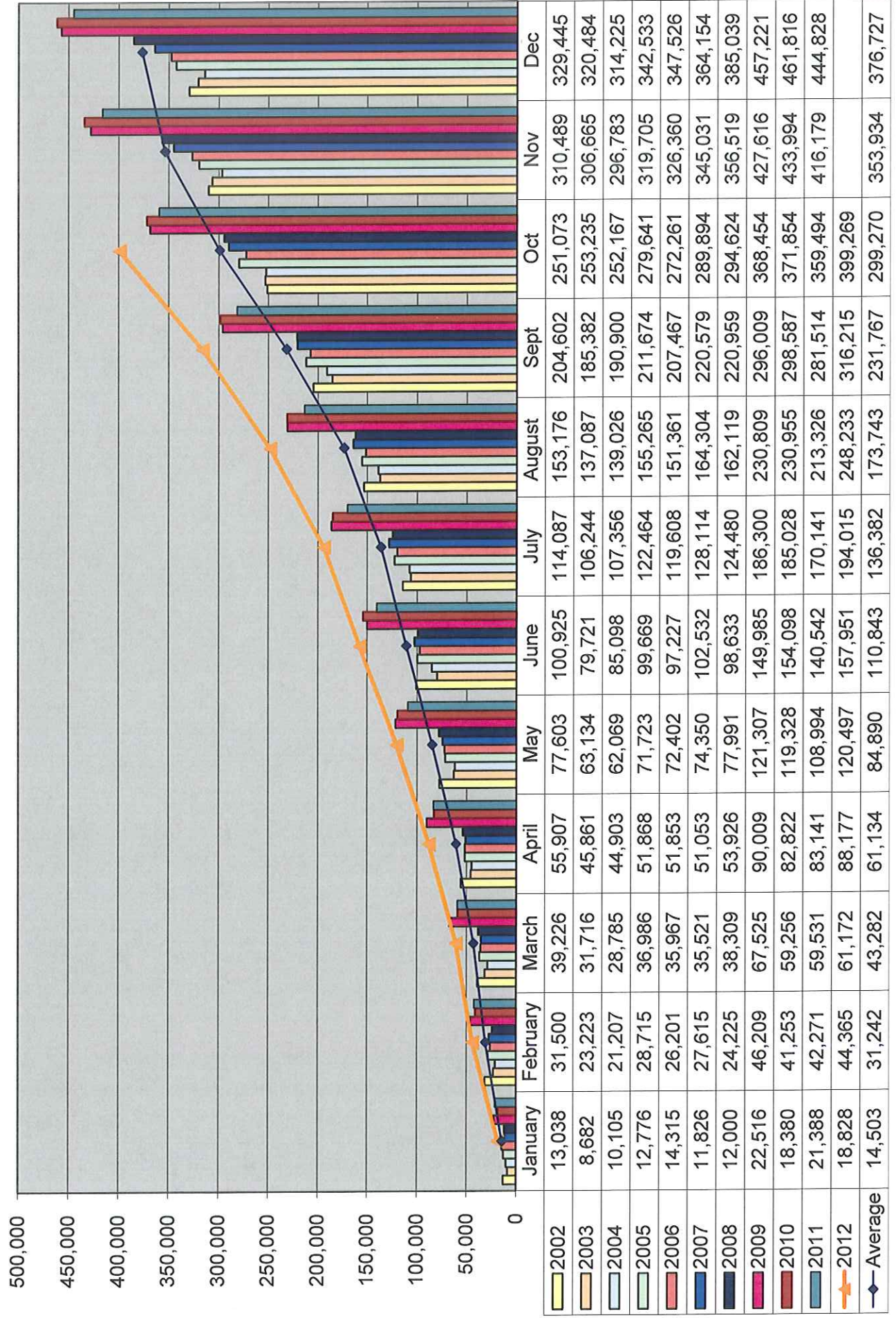
Change = Increase

## Sales Tax Collections





# Lodging Tax Collections







## Washington Dental Service Foundation

*Community Advocates for Oral Health*

October 5, 2012

City Administrator Gene Miles  
City of Long Beach  
115 Bolstad Ave W, PO Box 310  
Long Beach, WA 98631

Dear City Administrator Miles,

The SmileMobile, a modern, fully equipped, mobile dental clinic, travels the State of Washington throughout the year. Dental professionals provide care to low-income children (birth through high school) who have limited access to dental care.

***In May, 2012 when The SmileMobile visited Long Beach and Ilwaco, 83 children were given dental exams and 69 of those children were provided dental treatment.***

We are looking forward to again providing care in your community, and we hope you will take a moment to stop in to visit.

**ILWACO  
November 19<sup>th</sup> – November 30<sup>th</sup>, 2012  
Ilwaco Middle & High School  
400 School Road  
Ilwaco, WA 98624**

Results of the Washington State Department of Health 2010 Smile Survey indicate that nearly 40% of Washington's children start Kindergarten with tooth decay; almost 15% have rampant decay; 58% of 3<sup>rd</sup> grade children had tooth decay in primary and permanent teeth. These children are at high risk for dental disease that could impact their development, success in school and overall health later in life.

The SmileMobile program treats many of these children. We have partnered with social services, schools and nonprofit organizations in your community to help identify children from low-income families who have limited access to dental care so we can assist these families with oral health needs.

The SmileMobile, operated by the Washington Dental Service Foundation and funded by Washington Dental Service in partnership with Seattle Children's Hospital, has treated over 30,000 children in our state since 1995.

If you have questions about the SmileMobile or would like to schedule a visit when it is in your community, please contact Karri Amundson, Program Officer, at 206.528.7339.

Sincerely,

Russell Maier, MD, Chair  
Washington Dental Service Foundation

Laura Smith, President and CEO  
Washington Dental Service Foundation

**City of Long Beach**  
**Summary of Report of Decision**

On October 23, 2012, the Hearings Examiner for the City of Long Beach, Washington did issue a report of decision for the following application:

**Project: Application SSDP 2012-02**, Discovery Development of Vancouver, Washington: Shoreline Substantial Development Permit to allow construction of eight (8) dwelling units – two triplexes and a duplex – on three (3) the lots, establishment of a conservation tract on a fourth lot, associated infrastructure, and a variance of the strict application of the critical areas regulations to allow alteration and fill of wetlands and wetland buffers in the S2 - Shoreline Multi-family Residential zone along the north side of 28<sup>th</sup> Street Northwest.

Decision: Approved per the findings and conditions in the Report of Decision.

The complete Report of Decision for the above-referenced project is available for review at Long Beach City Hall, 115 Bolstad Avenue West, Long Beach Washington.

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Chinook Observer: Please publish November 7, 2012

Fax: (206) 625-1220  
Email: [bkatsuyama@mrsc.org](mailto:bkatsuyama@mrsc.org)



-----Original Message-----

From: Receptionist  
Sent: Thursday, October 11, 2012 3:25 PM  
To: Bob Meinig  
Subject: Research Request

This research request has already been added to your inquiry log. DO NOT create a new inquiry for this request.

Name: Gayle  
Title: Borchard  
Phone: 360 642-4217  
Email: [planner@longbeachwa.gov](mailto:planner@longbeachwa.gov)

Which, if any, cities on Washington have adopted R313.2 of the International Residential code requiring fire sprinkler systems in new 1 and 2 family residences? Thanks much, Gayle

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2013.0.2741 / Virus Database: 2614/5835 - Release Date: 10/16/12

## Gayle Borchard

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**From:** Byron Katsuyama <bkatsuyama@mrsc.org>  
**Sent:** Wednesday, October 17, 2012 3:16 PM  
**To:** planner@longbeachwa.gov  
**Subject:** MRSC Research Request

Gayle,

A [combined code search](#) of all of the municipal codes in MRSC's system (approximately 190 city codes) using the key word "R313.2" that any adopting entity would almost certainly have to cite did not turn up any references to cities that have adopted this provision of the International Residential Code. There were a couple of references by cities stating that they specifically were not adopting this provision.

We note also that when the state adopted the 2009 edition of the International Residential Code, it specifically did not adopt "Section R313 -- Automatic fire sprinkler systems" (See [WAC 51-51-0313](#)).

In response to an inquiry we received in 2008 asking which cities require or otherwise encourage sprinklers for fire protection in single family homes, we found the following examples of cities that require sprinklers for very large residential structures, where fire flows are below a certain threshold, or where response times are above a certain threshold:

### **Kirkland:**

Kirkland Municipal Code, [Sec.23.33.040\(b\)](#):

All Occupancies. An automatic sprinkler system shall be installed in the following buildings or structures:

(1) In all newly constructed buildings with a gross floor area of five thousand or greater square feet, regardless of type or use, as well as zero lot line townhouses with an aggregate area of all connected townhouses five thousand square feet or greater;

### **Black Diamond:**

Black Diamond Municipal Code, Sec. 15.10.040:

Fire sprinkler systems shall be installed:

A. In all Group R Division 3 occupancies exceeding two thousand five hundred square feet gross floor area 9including attached garages) without adequate fire flow (five hundred gallons per minute);

B. In all R-3 occupancies without approved fire department access as defined in Article 10, Division II of the Uniform Fire Code.

In response to that same inquiry, we also placed a request for information on this topic on the Washington Association of Building Officials (WABO) listserv and received the following responses:

### **Port Angeles:**

If i understand what you're asking, it is regarding one family dwellings only?



If so, we have a 6250 sf. threshold that the Fire Chief has written in the municipal ordinance. Also we have a 4 minute response time and that is located on our city map. Any residential construction(in a new subdivision) outside that 4 minute area is required to have a sprinkler with an alarm bell attached to the system. If you are on a city platted lot outside the four minute response you have two options. 1- a sprinkler or 2- an alarm bell attached to the smoke detectors.

- 1 - have all you smoke detectors checked regular and working properly.
- 2- have an escape plan and meeting place.
- 3- keep you doors closed in all rooms to minimize smoke damage.
- 4- buy a few extinguishers for the house.

Jim Lierly  
Building Official  
City of Port Angeles  
360-417-4816  
[jlrierly@cityofpa.us](mailto:jlrierly@cityofpa.us)

**Du Pont:**

The City of DuPont, WA requires sprinklers of R-3 (13D multipurpose systems).

William Anderson  
Building Official  
P. (253) 912-5382 / F. (253) 964-1455  
[banderson@ci.dupont.wa.us](mailto:banderson@ci.dupont.wa.us)

**Shoreline:**

The City of Shoreline requires sprinkler systems in R-3's of 4,800 square feet or more. Sprinklers are also required for R-3's to mitigate available fire flows below 1000 gpm, except for dwellings under 2,500 square feet (including attached garages).

Ray Allshouse [rallshouse@ci.shoreline.wa.us](mailto:rallshouse@ci.shoreline.wa.us)

**Issaquah:**

All buildings over 5000s.f. including R-3.  
Tom Reithner [TomR@ci.issaquah.wa.us](mailto:TomR@ci.issaquah.wa.us)

I have asked WABO staff again if they have any more current information on this topic and will forward anything they can provide as soon as I hear from them.

I hope this information will be of assistance.

Byron Katsuyama  
Public Policy & Management Consultant

Municipal Research & Services Center  
2601 - Fourth Ave, Suite 800  
Seattle, WA 98121-1280  
Phone: (206) 625-1300

Long Beach City Hall,

Please forgive me for using my computer  
for this. I want to thank you for sending  
the lovely flowers and the note, too.

There was 503 people at Sid's funeral and  
he was cared about by so many people it  
was most heart warming.

Again, thanks for the flowers. They  
made the whole family feel better.

Bette

---

Your thoughtfulness

means a lot to us

—More than we can say—

And our warm appreciation comes

With this thank-you note today.

Bette Snyder  
& Family.

Report: AGY064P2  
710-LBL ELSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 10 16 2012  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Profit Corporation

UBI Number : 602 167 453 001 0003  
Application ID : 2012 289 4871  
Application Received Date: 10 15 2012

Legal Entity Name : NW CENTRAL CONSTRUCTION, INC.

Firm Name : LEXAR HOMES

Fees : \$125.00  
Expiration Date: 10 31 2013

Location Phone/FAX: (360) 807-1849 (000) 000-0000

First Date of Business: 10 04 2012

Location Address : 1213 LONG RD  
CENTRALIA WA 98531 1042

Mail Addr: 1213 LONG RD  
CENTRALIA WA 98531 1042

In City Limits: N

Product/Serv Desc: RTL

RTL GENERAL CONTRACTOR OF SINGLE FAMILY CUSTOM HOMES

Operator Comments:

Previous Business License: Y UNKNOWN

Square Footage: 0

Applying as Non Profit Business: N  
501(C) Received: -

Additional Business Activities:

General/Specialty Contractor # LEXARH\*909QT

Contractor license number verified in the Contractor database. Expires: 02 10 2014

Account Status: Pending Approval

-	Zoning	W/A	10/24/12	Fire	Date
-	Building			Police	Date
-	Finance			Planning	Date
-	Comments:				
-					
-					
-					



Report: AGY064P2  
710-LBL BLSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 10 25 2012  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final \* Prior RFI/RFP \*

Business Structure: Profit Corporation

UBI Number : 602 529 295 001 0002  
Application ID : 2012 290 0007  
Application Received Date: 10 15 2012

Legal Entity Name : STANTEC CONSULTING SERVICES INC

Firm Name : STANTEC CONSULTING SERVICES INC

Fees : \$125.00  
Expiration Date: 10 31 2013

Location Phone/FAX: (425) 298-1024 (425) 298-1019

First Date of Business: 01 01 2012

Location Address : 12034 134TH CT NE STE 102  
REDMOND WA 98052 2445

Mail Addr: 12034 134TH CT NE STE 102  
REDMOND WA 98052 2445

In City Limits: N

Product/Serv Desc: Services  
Services MANAGEMENT CONSULTING SERVICES, ENGINEERING

Operator Comments:

Previous Business License:

Square Footage: 0

Applying as Non Profit Business: N  
501(C) Received: -

Email Address: LINDA.HARDMAN@STANTEC.COM

Additional Business Activities:

Account Status: Pending Approval

-	Zoning	<i>NA up</i>	Date	10/24/12	Fire	Date
-	Building		Date		Police	Date
-	Finance		Date		Planning	Date
-	Comments:					
-						
-						

Report: AGY064P2  
710-LBL ELSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 10 22 2012  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Profit Corporation

Legal Entity Name : VERSOGENICS, INC

Firm Name : VERSOGENICS INC

Location Phone/FAX: (678) 373-4461

Location Address : 13208 NE 20TH ST STE 100  
BELLEVUE WA 98005 2027

In City Limits: Y

(777) 493-5586

Product/Serv Desc: Services

Services WE ARE CONSULTING/STAFFING SERVICES. WE PROVIDE CO  
NSULTANTS/STAFF TO OUR CLIENTS NATIONWIDE. OUR BUSINESS INDUSTRY IS INFORMATION TECHNOLOGY.

Operator Comments:

Previous Business License: N

Square Footage: 0 Applying as Non Profit Business: N  
501(C) Received: -

Email Address: kismet.argopradipto@acsicorp.com

Additional Business Activities:

Account Status: Pending Approval

Zoning	NA	10/25/12	Fire	
Building			Police	
Finance			Planning	
Comments:				

Report: AGY064P2  
710-LBL ELSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 10 18 2012  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Partnership

Legal Entity Name : YOUR CASTLE FENCE CO

Firm Name : YOUR CASTLE FENCE CO

Location Phone/FAX: (360) 665-2378

Location Address : 1501 225TH LN

OCEAN PARK WA 98640 3450

In City Limits: N

Product/Serv Desc: Wholesale, Services

Wholesale, Services SELL & INSTALL ALL TYPES OF FENCES, DECKS & SHEDS.

Operator Comments:

Previous Business License: Y

Square Footage: 0

Applying as Non Profit Business: N  
501(C) Received: -

Additional Business Activities:

General/Specialty Contractor # YOURCCF965JW

Contractor license number verified in the Contractor database. Expires: 04 02 2014

Account Status: Pending Approval

-	Zoning	N/A	CP	10/29/12	Fire		Date
-	Building				Police		Date
-	Finance				Planning		Date
-	Comments:						
-							
-							

Report: AGY064P2  
710-LBL ELSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 10 08 2012  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: LLC

UBI Number : 603 244 043 001 0001  
Application ID : 2012 281 4284

Legal Entity Name : KOMO'S TATTOO AND VAPE SHOP

Application Received Date: 10 07 2012

Firm Name : KOMO'S TATTOO AND VAPE SHOP

Fees : \$125.00  
Expiration Date: 10 31 2013

Location Phone/FAX: (360) 665-5671 (503) 468-0242

Business Open Date: 11 01 2012

Location Address : 910 PACIFIC AVE S  
LONG BEACH WA 98631 3546

Mail Addr: 910 PACIFIC AVE S  
LONG BEACH WA 98631 3546

In City Limits: Y

Product/Serv Desc: Retail, Services

Retail, Services WILL PROVIDE SERVICE OF TATTOOS, RETAIL SALES OF T  
ATTOO RELATED MERCHANDISE. SALES OF PERSONAL VAPORIZING KITS AND SUPPLIES.

Operator Comments:

Previous Business License: N

Square Footage: 750

Applying as Non Profit Business: N  
501(C) Received: -

Conducting Business From Residence: N

Hazardous/Flammable Materials : N

Emergency Contact 1: NATASHA MAURIE RYERSON

(360) 808-9042  
(503) 791-5810

Emergency Contact 2: SUSAN ANN WOOLLISCROFT

Additional Business Activities:

Account Status: Pending Approval

Zoning OT CP 10/12/12  
Date  
Building \_\_\_\_\_ Date  
Finance \_\_\_\_\_ Date  
Comments: \_\_\_\_\_

Fire \_\_\_\_\_ Date  
Police \_\_\_\_\_ Date  
Planning \_\_\_\_\_ Date

*spoke w applicant at the  
courthouse regarding original  
application - CP  
applies for large design review*

Report: AGY064P2  
710-LBL ELSD020

State of Washington  
Business Licensing Service  
Agency Requirements Document (ARD)

Date: 10 09 2012  
Page: 1

LONG BEACH GENERAL BUSINESS

New Application / Final

Business Structure: Profit Corporation

UBI Number : 601 775 986 001 0002

Legal Entity Name : ADVANCED CONTRACTING, INC.

Application ID : 2012 283 4503

Application Received Date: 10 09 2012

Firm Name : ADVANCED ROOFING & CONTRACTING

Fees : \$125.00

Expiration Date: 10 31 2013

Location Phone/FAX: (360) 695-0955 (360) 695-2794

First Date of Business: 10 11 2012

Location Address : 1701 BROADWAY ST STE 331  
VANCOUVER-WA 98663 3477

Mail Addr: 1701 BROADWAY ST STE 331  
VANCOUVER WA 98663 3436

In City Limits: Y

Product/Serv Desc: ROOFING & CONTRACTING  
ROOFING & CONTRACTING

Operator Comments:

Previous Business License: N

Square Footage: 0

Applying as Non Profit Business: N  
501(C) Received: -

Email Address: advroof@comcast.net

Additional Business Activities:

General/Specialty Contractor # ADVANCIO33DP Unable to verify Contractor license number in the Contractor database.

Account Status: Pending Approval

-	Zoning	N/A	10/12/12	Fire		Date
-	Building			Police		Date
-	Finance			Planning		Date
-	Comments:					
-						
-						
-						